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Attorney for Plaintiff, CODY NICHOLS

UNITED STATES DISTRICT COURT

FOR THE SOUTHERN DISTRICT OF CALIFORNIA

CODY NICHOLS, an individual,

Plaintiff,

vs.

DEUTSCHE BANK NATIONAL TRUST COMPANY, as Trustee For Morgan Stanley Loan Trust 2006-HE4, an entity of unknown form; DECISION ONE MORTGAGE COMPANY, LLC, a North Carolina Limited Liability Company; and DOES 1-10, inclusive,

Defendants.

CASE NO. 07CV2039L (NLS)

DECLARATION OF PAM NICHOLS IN SUPPORT OF PLAINTIFF'S APPLICATION FOR TEMPORARY RESTRAINING ORDER AND PRELIMINARY INJUNCTION

I, PAM NICHOLS hereby declare:

1. I am not a party to the above entitled action.

2. I have personal knowledge of all things stated in this declaration except as to those things stated on information and belief, and as to those things, I believe them to be true. I

could testify competently to these things if called to as a witness in court.

3. I am Plaintiff's (Cody Nichols) mother. I live with Plaintiff and his father at 2010 Rancho Manzanita, Boulevard, Californai 91905 ("our home"). In February 2006, I was present when Plaintiff signed documents relating to a refinance loan for our home.

4. On a Friday in Febrary 2006 at approximately 8:00 p.m. a notary public arrived at our home with paperwork for Plaintiff to sign for the refinance loan from Decision One Mortgage Company.

5. Myself, Plaintiff, and the notary public sat at the kitchen table and Plaintiff was instructed, by the notary public, to sign certain pages as she flipped through them. The entire signing process took less than thirty minutes.

6. At the conclusion of Plaintiff signing the documents, the notary public picked up all the documents. I asked her if Plaintiff received a copy and she stated that he would receive a copy of the documents by mail in the future. The notary public left with all the documents.

7. I telephoned the lender and asked for copies of the loan documents. A few months later, I received a package postmarked May 16, 2006, which contained certain unsigned loan documents. Included in the package were Notices of Right To Cancel stating that Plaintiff had until February 28, 2006 to cancel the loan. Since I received the package after that date, I believed that the right to cancel had already expired and Plaintiff was stuck with the loan.

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8. I do not want to lose our home. My husband has severe he lth problem and being forced out of our home will be very traumatic. I am fearful that being forced out of our home will kill him. We will have nowhere to go.

I declare under penalty of perjury that the foregoing is true an correct to the best of my knowledge. Executed this 25th day of October 2007, at El Cajon, Califor ia.

PAM NICHOLS